INCORPORATED VILLAGE OF BAYVILLE
BOARD OF TRUSTEES
REGULAR MEETING
JULY 28, 2025

- ≈ Pledge of Allegiance
- ≈ Warrants and Claims
- ≈ Budget transfers
- ≈ Prior Meeting Minutes
- ≈ WSI salary increase
- ≈ Intermunicipal Agreement
- ≈ Village Preschool
- ≈ Proposed Local Law C
- ≈ West Harbor Beach
- ≈ Community Center
- ≈ Wilson Avenue

PUBLIC HEARING
6:45PM
AMENDMENT – LOCAL LAW 2-2025
CHAPTER 80 "ZONING" CHANGE OF ZONE

TO:	**MAYOR STEVE MINICOZZI AND THE BOARD OF TRUSTEES**		
FROM:	**VILLAGE CLERK TREASURER**		
DATE:	**JULY 28, 2025**		
SUBJECT:	**WARRANTS AND CLAIMS**		
BE IT RESOLVED that the following warrants and claims are hereby offered for approval by the Board of Trustees and BE IT FURTHER RESOLVED that the Village Clerk is hereby authorized to make said payment.			
FUND	**CLAIM NO.**	**WARRANT**	**AMOUNT**
GENERAL			
PAYROLL	6/25/2025	1I	$ 35,052.30
	46	1J	$ 2,672.51
	47/50	1K	$ 687.16
PAYROLL	7/2/2025	2A	$ 41,501.27
	51	2B	$ 3,174.82
PAYROLL	7/9/2025	2C	$ 47,802.94
	52	2D	$ 3,656.95
PAYROLL	7/16/2025	2E	$ 46,270.51
	53	2F	$ 3,539.74
PAYROLL	7/23/2025	2G	$ 45,901.33
	54	2H	$ 3,511.47
	55/74	2I	$ 101,816.40
	75/121	2J	$ 132,533.74
	122/126	2K	$ 5,330.60
TOTAL GENERAL			**$ 473,451.74**
WATER			
PAYROLL	6/25/2025	1I	$ 7,917.45
	11	1J	$ 603.64
	12/13	1K	$ 3,099.54
PAYROLL	7/2/2025	2A	$ 7,566.10
	14	2B	$ 578.80
PAYROLL	7/9/2025	2C	$ 8,117.78
	15	2D	$ 621.02
PAYROLL	7/16/2025	2E	$ 8,460.69
	16	2F	$ 647.25
PAYROLL	7/23/2025	2G	$ 7,803.00
	17/21	2H	$ 23,287.24
	22/29	2I	$ 47,847.53
	30	2J	$ 596.93
	31/33	2K	$ 7,680.44
TOTAL WATER			**$ 124,827.41**
TRUST & AGENCY			
	20/25	1E	$ 21,307.83
	26/34	2A	$ 34,767.89
	35/40	2B	$ 123,460.83
	41/44	2C	$ 16,571.43
	45/50	2D	$ 21,677.16
	51/56	2E	$ 4,641.50
TOTAL T & A			**$ 222,426.64**
REVENUE ENTERPRISE			
	5/7	2A	$ 1,891.55
	8/10	2B	$ 2,899.00
TOTAL REVENUE ENTERPRISE			**$ 4,790.55**
CAPITAL			
	2	2A	$ 299,260.01
TOTAL CAPITAL			**$ 299,260.01**
COMMUNITY DEVELOPMENT			
TOTAL COMMTY DEVELOP			
GRAND TOTAL			**$ 1,124,756.35**

INCORPORATED VILLAGE OF BAYVILLE

DATE: July 28, 2025

THE FOLLOWING BUDGET TRANSFERS & BUDGET ADJUSTMENTS ARE PRESENTED FOR APPROVAL AND, UPON APPROVAL, THE VILLAGE CLERK-TREASURER IS AUTHORIZED TO MAKE THE TRANSFERS.

FROM			TO		
CODE	**DESCRIPTION**	**AMOUNT**	**CODE**	**DESCRIPTION**	**AMOUNT**
A.1990.0400	SP ITEM - CONTIGENT ACCOUNT	$12,200.00	A.1375.0401	CREDIT CARD FEES	$200.00
			EXPLANATION: SET UP APPROPRIATION TO PROPERLY CLASSIFY BANKCARD MONTHLY REE FOR ONLINE TAX PAYMENTS BY CREDIT CARD		
			A.1621.0200	SECURITY - EQUIPMENT	$12,000.00
			EXPLANATION: TRANSFERS TO COVER UNANTICIPATED EXPENDITURES WHEN CAMERAS AT WH WERE REPLACED. IT WAS DISCOVERED THAT EXISTING CAMERAS WERE BROKEN AND NEEDED TO BE REPLACED.		
TOTAL		**$12,200.00**	**TOTAL**		**$12,200.00**

REGULAR MEETING
JUNE 23, 2025

2025-80 Board approves Warrants and Claims
2025-81 Board accepts prior meetings
2025-82 Board hires summer employees
2025-83 Board hires Branden McFadden as Laborer/Sanitation Worker
2025-84 Board accepts proposal from Sourcepass for 5 new PC's
2025-85 Board accepts proposal from General Security to install a keyless lock system at the Community Center
2025-86 Board accepts proposal from Ultra Audio/Video & Security, Inc. to install two security Cameras in the parking lot by Village Green at Village Hall.
2025-87 Board accepts proposal from Ultra Audio/Video & Security, Inc. to rewire eight existing Cameras and install eight new cameras at West Harbor Beach.
2025-88 Board accepts the proposal from Hotine Bros. Inc. to pave areas outlined in proposal On Cemetery Lane
2025-89 Board accepts the proposal from Window World to replace seven windows
2025-90 Board accepts the proposal from Springbrook Holding Company, LLC to upgrade and Migrate the Village's utility billing, purchasing, accounting/financial, payroll, and tax Collection software to a cloud-based system
2025-91 Board closes Regular Meeting at 6:47PM

ORGANIZATIONAL MEETING
JULY 7, 2025

2025-92 Board re-appoints Christopher Vivona as Deputy- Village Clerk-Treasurer
2025-93 Any appointed officer of VOB can reside in Nassau County
2025-94 First National Bank of LI and Metropolitan Commercial Bank are designated as Bank Depositaries.
2025-95 Board appoints Prosecuting Attorneys
2025-96 Board designates Newsday as official newspaper.
2025-97 Garden/Beautification appointments
2025-98 A proposed Local Law may be introduced by e-mail.
2025-99 Clerk of the Town of Oyster Bay is designated as the Registrar of Vital Statistics.
2025-100 WHEREAS there is to be held during the coming official year (a) the annual meeting conducted by NYCOM for municipal officials, (b) the training schools for fiscal officers and municipal officers, (c) the training school for fiscal officers and Village officials meetings, etc. and WHEREAS it is determined by the Board of Trustees that attendance by certain municipal officials and employees at one or more of these meetings, conferences or school, benefits the municipality, NOW THEREFORE BE IT SO RESOLVED that this resolution shall take effect immediately. Attendance is authorized under Section 77-B of the General Municipal Law.
2024-101 John Kennedy is appointed as Associate Village Justice
2025-102 Committee of Architectural Review appointments
2025-103 Bayville Environmental Conservation Commission appointments
2025-104 Planning Board appointments
2025-105 Louis Pillari is appointed to the Cemetery Board
2025-106 Zoning Board of Appeals appointments
2025-107 Audit Commission appointments
2025-108 Boating Committee appointments
2025-109 Museum appointments.

2025-110 Board of Water Commissioners appointed
2025-111 Board sets 2025-26 Trustee meeting schedule:

July 28, 2025	August 25, 2025	September 22, 2025
October 27, 2025	November 17, 2025	December 15, 2025
January 25, 2026	February 23, 2026	March 23, 2026
April 27, 2026	May 18, 2026	June 22, 2026

Organizational Meeting July 6, 2026

2025-112 Board sets fixed mileage rate for personal auto use while performing duties

Mayor Minicozzi makes the following Mayoral appointments, each for a one-year term:

Trustee De Natale is re-appointed as **Deputy Mayor** and as liaison to the **Garden/Beautification Committee**, **Water Department** and **Cemetery Board**.
Trustee Walsh is appointed as liaison to the **Recreation Commission.**
Trustee Valsecchi is re-appointed as liaison to the **Zoning Board of Appeals** and **Museum Board** and **Building Department**.
Trustee Santoro is re-appointed as liaison to the **Planning Board and Girl Scouts** and appointed as liaison to the **Bayville Free Library**
Trustee DiBartolomeo is re-appointed as liaison to the **Bayville Environmental Conservation Commission**.
Trustee Tucker is re-appointed as liaison to the **Boating Committee and Boy Scouts.**
Mayor Minicozzi is re-appointed as liaison to the **Department of Public Works,** and **Bayville Fire Company #1.**

2025-113 Board closes Organizational Meeting at 6:42PM.

Nikki Paris

From: Maria Alfano-Hardy
Sent: Monday, June 30, 2025 11:33 AM
To: David Rupp; Nikki Paris
Subject: RE: Charlotte Charon

Follow Up Flag: Follow up
Flag Status: Flagged

David,

I spoke with the Mayor and we will raise Charlotte's hourly rate by $1.00.

Maria

Maria Alfano-Hardy
Administrator/VCT
Village of Bayville
34 School St.
Bayville, NY 11709
516-628-1439, ext. 120

[redacted]
Sent: Friday, June 27, 2025 12:32 PM
To: Maria Alfano-Hardy <malfanohardy@bayvilleny.gov>; Nikki Paris <nparis@bayvilleny.gov>
Subject: Charlotte Charon

Hi Maria and Nikki,

Now that Isabella is no longer working (she was our second wsi), and Charlotte is taking on a bigger role in planning (and has a WSI certification) I was wondering if we could work on getting her a raise for the remainder of the summer.

She will likely be our long term wsi person if/when teddy leaves.

I think she'd be happy with anything. But I was thinking an extra $1.00 per hour.

-David

LOCUST VALLEY CENTRAL SCHOOL DISTRICT
22 HORSE HOLLOW ROAD • LOCUST VALLEY, NEW YORK 11560
(516) 277-5000 • FAX (516) 277-5098

July 3, 2025

Village Clerk
Incorporated Village of Bayville
34 School Street
Bayville, NY 11709

Attached is a copy of the Intermunicipal Agreement between the Village of Bayville and the Locust Valley Central School District for the 2025-2026 school year. Please return a signed copy of the agreement to Locust Valley School District, Administration Office, Attn: Ingrid Wright, 22 Horse Hollow Road, Locust Valley, NY 11560.

Very Truly Yours,

Ingrid Wright
Business Office
Locust Valley CSD
516-277-5072

RECEIVED
INCORPORATED VILLAGE
OF BAYVILLE
2025 JUL -7 A 9:31
VILLAGE CLERK-TREASURER

INTERMUNICIPAL COOPERATION AGREEMENT BETWEEN
THE VILLAGE OF BAYVILLE, NEW YORK AND
LOCUST VALLEY CENTRAL SCHOOL DISTRICT, NEW YORK

THIS AGREEMENT ("Agreement") made and entered as of July 1, 2025, by and between the VILLAGE OF BAYVILLE, a municipal corporation having its principal offices at 34 School Street, Bayville, New York 11709 (the "Village") and LOCUST VALLEY CENTRAL SCHOOL DISTRICT located at 22 Horse Hollow Road, Locust Valley, New York 11560 (the "School District").

WITNESSETH:

WHEREAS, it is in the best interests of the Village and the School District to share resources in the provision of health, safety and emergency services, as authorized by Article 5-G of the General Municipal Law of the State of New York (the "GML"); and

WHEREAS, each party hereto has certain resources, including equipment, buildings, materials, services, personnel and financing which may be available from time to time to provide health, safety and emergency services and

WHEREAS, it is possible to make such resources available for mutual use when it is in the public interest; and

WHEREAS, it is desirable for the Village and the School District to provide certain services in cooperation with one another ("Services") as authorized by the GML through this Agreement; and

WHEREAS, the Village and the School District anticipate that it may be necessary and desirable to enter into one or more further agreements ("Implementation Agreements") to identify and implement specific health, safety and emergency Services authorized by this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

Section 1. The Village and the School District each represent that they are respectively authorized, pursuant to both Article 9, §1 of the New York State Constitution and Article 5-G of the GML to enter into intergovernmental agreements to provide certain services.

Section 2. The Village and the School District, believing it to be in their respective best interests, do hereby authorize intermunicipal cooperation for certain Services consisting of, but not limited to: emergency sheltering, emergency response, heavy equipment loans and operation, snow and ice removal, emergency fuel supply, cooperative bidding, and other Services as deemed appropriate. The terms and conditions of these shared services are outlined in Appendix A, "Implementation Agreement."

Section 3. The Village and the School District agree that no Services may be provided pursuant to this Agreement prior to the parties hereto entering into one or more

Implementation Agreements identifying such Services in a form acceptable to each party. Services not included in Appendix A, "Implementation Agreement," will require signed Implementation Agreements prior to their implementation. All Implementation Agreements must be approved by the Village Board and the Board of Education, and must be executed by the Village Executive or his/her designee and the Board President or his/her designee.

Section 4. The Village or School District may provide the previously recited services as circumstance or situation require and both parties shall work cooperatively to provide such services in a timely manner as necessary for the particular situation.

Section 5. The Village and the School District hereby agree to work cooperatively in the provision of services, to accept full ownership, liability, and maintenance responsibilities as related to each service provided under this Agreement, and to grant Village and School District residents access to or use of such services for the duration of this Agreement, provided, however, that such use shall be subject to the District's policies and regulations governing the use of its facilities.

Section 6. Regardless of whether required by Law (as defined herein), the Village and the School District shall, and shall cause their agents to, conduct their activities in connection with this Agreement so as not to endanger or harm any person or property. The Village and the School District shall deliver services under this Agreement in a professional manner consistent with applicable best practices. The Village and the School District, as their respective roles in provision of such Services may require, shall ensure that all approvals, licenses, and certifications ("Approvals"), which are necessary or appropriate, are obtained.

Section 7. The Village and the School District shall comply with any and all federal, state and local Laws in connection with their performance under this Agreement. As used in this Agreement the word "Law" includes any and all Statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

Section 8. The Village and the School District shall each maintain and retain, for a period of six (6) years following the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to their individual performance under this Agreement. Such Records shall at all times be available for audit and inspection by the Village Comptroller, the Board of Education or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

Section 9. (a) The Village and the School District shall each be responsible for and shall indemnify and hold one another, their officers, employees and agents ("Indemnified Parties") harmless from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Village or the School District or any agent of the Village or the School District in the distribution and provision of the services pursuant to this Agreement, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened

investigation, litigation or other proceeding or preparing a defense to or prosecuting the same, provided, however, that nothing hereunder shall obligate the Village or the School District or the Village or the School District's agents to indemnify or hold harmless the Indemnified Parties from and against any Losses arising from the negligence or willful misconduct of the Indemnified Parties.

(b) The Village and the School District shall, promptly and diligently defend, at the Village's and the School District's own risk and expense, any and all suits, actions, or proceeding which may be brought or instituted against one or more Indemnified Parties. The Village and the School District shall pay and satisfy any judgment, decree, loss or settlement in connection therewith, provided, however, that nothing hereunder shall obligate the Village or the School District or the Village's or the School District's agents to defend the Indemnified Parties from and against any and all suits, actions or proceedings arising from the negligence or willful misconduct of the Indemnified Parties.

(c) The Village and the School District shall, and shall cause its agents to cooperate with any investigation, audit, defense or prosecution of any action, suit or proceeding.

(d) The provisions of this Section shall survive the termination of this Agreement.

(e) The parties hereby agree that each party shall purchase its own general liability insurance to insure that the party is properly covered for the Intermunicipal Cooperative Agreement as described herein.

Section 10. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the Village and the School District and any officer, employee, servant, agent or independent contractor of either party. Nor shall either party have the right, power or authority to obligate or bind the other party in any other manner whatsoever.

Section 11. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. Neither the Village nor the School District shall have any liability under this Agreement (including any extension or other amendments of this Agreement) to any person unless: (i) all Village and School District approvals have been obtained, including, if required, approval by the Village Legislature and/or the Board of Education, and (ii) this Agreement has been executed by the Village Executive or his/her designee and the Board President or his/her designee.

(b) Availability of Funds: Neither the Village nor the School District shall have any liability under this Agreement (including any extension or other modification of this Agreement) to any person beyond the funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the Village or the School District from the state and/or federal governments.

Section 12. This Agreement represents the full and entire understanding and agreement between the Village and the School District with regard to the subject matter

hereof and supersedes all prior Agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

Section 13. This Agreement shall be effective for the period July 1, 2025 to June 30, 2026, unless earlier terminated by either party, and shall be renewable on an annual basis for up to four (4) additional years upon the written agreement of the School District and the Village. Either party may terminate this Agreement, without cause, upon thirty (30) days' prior written notice. Upon termination of this Agreement, each party shall be responsible to the other party for the payment of any outstanding costs incurred up through the date of termination.

Section 14. Pursuant to General Municipal Law Section 109, the parties to this Agreement may not assign any of their rights or delegate any of their obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

IN WITNESS WHEREOF,

VILLAGE OF BAYVILLE

By:_____ Date
Mayor of Bayville

LOCUST VALLEY CENTRAL SCHOOL DISTRICT

By:_____ Date
President, Board of Education

Appendix A
Implementation Agreement

The Village and the School District agree to the following terms and conditions for the shared municipal services listed, with the understanding that due to the emergency nature of these services the costs and duration will vary depending on situations that may arise. It is understood that The Village and the School District may decline to invoice for services provided with a value less than $100.

SERVICE	PROVIDED BY	RESPONSIBILITY	DURATION	COST
Emergency sheltering	School District	Sheltering, if necessary upon an emergency	As needed	As approved by School District Board of Education
Emergency response	School District and/or The Village	To make available any such resources as may be required upon an emergency, including personnel and equipment	As needed	As approved by the School District and/or The Village, for respective responsibilities
Heavy equipment loans and operation	The Village	Provide and operate heavy equipment if such resources are available, at such time as requested, and if The Village determines it may offer such services	As needed	At a price to be pre-approved by the School District with a signed Purchase Order
Snow and ice removal	The Village	To assist the School District at such times as requested, including provision of salt-sand	Periodically as required during snow and icy conditions	At The Village's bulk price, to be pre-approved by the School District with a signed Purchase Order
Emergency fuel supply	School District	Provide fuel to service vehicles operated by The Village when these vehicles are performing emergency services	Periodically as required during emergency situations, to be determined by the School District	At the School District's current bid price, with prior written approval from the District

Nikki Paris

From: info@villageps.com
Sent: Thursday, July 24, 2025 10:39 AM
To: Nikki Paris
Subject: RE: Beach Party

12:00

From: Nikki Paris <nparis@bayvilleny.gov>
Sent: Wednesday, July 23, 2025 2:51 PM
To: info@villageps.com
Subject: RE: Beach Party

Beverly,

What time will the beach party be held?

Nikki Paris
Secretary to Mayor & Board
Inc. Village of Bayville
34 School Street
Bayville, NY 11709
516-628-1439 ext. 112

From: info@villageps.com <info@villageps.com>
Sent: Tuesday, July 8, 2025 10:48 AM
To: Nikki Paris <nparis@bayvilleny.gov>
Subject: Beach Party

Hi! I hope you're good! I just spoke with Maria. She said she thought I could schedule the beach party now. I would like Wednesday, June 3rd with a rain date of June 4th. Thank you!

Beverly Pacifico
Director
VPS

Docusign Envelope ID: A7538594-0B1A-4033-8AD9-AE23807244EC

Corporate Headquarters
General Alarm LLC
100 FAIRCHILD AVENUE, PLAINVIEW N.Y. 11803
800-343-2250 516-997-6464 Email: info@gensecurity.com

General Security, Inc.

Licensed by the N.Y.S. Department of State # 12000262513 North Carolina: 1892-CSA Virginia: DCJS 11-5570
South Carolina: BAC13877 & FAC13799 Florida: EF20001602 Maryland: 107-2314 Vermont: ID#: 0351133 New Jersey: BF000651

OFFICE PERFORMING WORK: PLAINVIEW / ALBANY / BUFFALO / ROCHESTER / UTICA / HUDSON / WINSTON-SALEM / RICHMOND / FLORIDA / UNION / OTHER:

OFFICE TELEPHONE NO: 516-997-6464 SALES REP: Greg P.

INSTALLATION AGREEMENT

SUBSCRIBER NAME: Bayville - West Harbor Beach DATE: 06/24/2025

ADDRESS: 34 School St. CITY: Bayville STATE: NY ZIP: 11709

Installation Address (If different): CITY: STATE: ZIP:

PHONE (HOME/BUS): 516-628-1439 x120 (CELL): EMAIL: malfanohardy@bayvilleny.gov

	COMPONENT	QTY	UNIT PRICE	TOTAL		COMPONENT	QTY	UNIT PRICE	TOTAL
1.	Alarm.com Access Panel 4 Door Controller - ADC-AC-x1100-4PSE	1	Best Location of West Harbor Beach Building		11.	Overhead Door Access Relays with Readers	2	Overhead Doors of Building	
2.					12.	Magnetic Door Locks	4	(4) Coverage Doors of Building	
3.	Add on Door Controllers	1	(2) Door Controller add on for site		13.	Request to exit	4	Safety Protocol	
4.	Access Cards (25 Total)	1	Access Cards for readers		14.	Push Button Request to exit	4	Safety Protocol	
5.	ADC Access Door Readers	6	Mullion Readers for 2 Doors		15.	Door Sense Setup	4	Safety Protocol	
6.	Can Enclosures	2	New can for wall Mount install		16.	Card/Fob Badge setup	1	Card Setup	
7.					17.	Labor and Programming Setup	1	New A/C ADC Panel Install, With 6 ADC Reader, Key	
8.	Power Board For Controllers	1	Power Supply		18.			Fobs, and Alarm.com Programming	
9.					19.				
10.	Access Composite Cabling	1	Yellow Composite Cable for Line runs		20.	Alarm.com Interactive Setup for A.C	1	Technician Walk Through - Cloud / Mobile based	

SPECIAL INSTRUCTIONS:

- 36 Month Agreement with General Security CS - $30.00+tax a month for ADC Access Control.

- New 2025 Alarm.com Access Control System with (1) Main 4 Door Controller and power supply. (1) Secondary 2-Door expander add on. (6) Total Doors Controlled
This install includes (1) Panel, (1) Power Board, (6) Readers, (25) access cards, (4) Mag Locks, (4) Push Buttons for RTE, (4) REQ Motion, (4) Door Sense, (2) Electric Relays and Reader setup for Overhead Doors

Full alarm.com access control included in the monthly rate with smart cloud use and mobile credentials. Cloud controls, easy add and removal, easy app use, and webex controlling your privileges and employee badges through alarm.com

20% Down Payment: $2,727.60 (Tax Exempt)
The rest billed upon completion : $10,910.40 (Tax Exempt)

Please submit your Tax/Exempt Form at time of signing.

Installation Cost:	$ 13,638.00
Activation Fee:	$ 0.00
Subtotal:	$ 13,638.00
Sales Tax:	$ 0.00
Total Installation Cost:	$ 13,638.00
(Less Down Payment):	$ (2,727.60)
BALANCE DUE ON COMPLETION	$ 10,910.40
(Less $ paid at Completion)	$ (10,910.40)
Remaining Balance* to be Financed over _____ months:	$ 0.00
Monthly finance payment:	$

FINANCING & INSTALLATION PAYMENT AUTHORIZATION: Subscriber acknowledges and agrees that the Total Installation Cost, inclusive of equipment, labor & tax, provided by General Security, Inc. during the Installation, has a Remaining Balance* owed of $ 0.00. Subscriber shall be permitted to Finance this sum (thus becoming the Financed Balance) with payments of $ Div/0 /month over 0 /months, provided that Subscriber simultaneously enters into and completes performance, including payment without default, of GENERAL's Monitoring Agreement for a Term of 36 months. Subscriber authorizes GENERAL to use the Auto Pay Authorization information on Subscriber's Monitoring Agreement to charge all payments due for the Financed Balance referenced herein. If Subscriber fails to fulfill the complete Monitoring Term without default, all remaining payments owed on the Financed Balance will be accelerated and immediately become due & payable.

Signature: Printed Name:

SERVICE: Subscriber agrees to pay GENERAL on a "per call" basis for service, unless Subscriber enters into a separate Service Agreement. Subscriber agrees to pay GENERAL for all parts and labor at the time of service. General is not responsible for Subscriber's existing system. General does not warranty any wiring, components or devices that were existing onsite or installed prior to this agreement.
CYBER SECURITY: General Security utilizes preventative measures for the prevention of cyber security attacks and identity theft of our consumer information. General Security is not responsible to Subscriber for any loss or damage resulting from cyber-attacks or data breaches relating but not limited to Security Systems, Video Systems, Fire Protection System or electronic correspondence.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AT TIME OF EXECUTION.
GENERAL RESERVES THE RIGHT TO CANCEL THIS AGREEMENT PRIOR TO COMMENCEMENT OF WORK.

READ THIS AGREEMENT CAREFULLY, INCLUDING LIMITED WARRANTY, DISCLAIMER NOTICE, AND TERMS & CONDITIONS #1-25, BEFORE SIGNING.

SCHEDULED INSTALLATION DATE: TBD

REFERRED BY:

G.S. ACCOUNT NUMBER: SITE:

CENTRAL OFFICE NUMBER:

DIGITAL: RADIO:

SUBSCRIBER:
GENERAL SECURITY SALES REP HAS INFORMED ME ABOUT ALL REQUIRED PERMITS. I ACKNOWLEDGE RECEIPT OF THE NOTICE OF CANCELLATION. I UNDERSTAND AND ACCEPT THIS INSTALLATION AGREEMENT AND TERMS & CONDITIONS #1-25, AND HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF EACH.

Bayville West Harbor Beach - Maria Alfano-Hardy
Subscriber's Signature

INSTALLATION PAYMENT
☐Checking
Please Advise if Paying by Check

Initial BMH BMH

Bank Routing Number:

Bank Account Number:

For Credit Card:
☐Mastercard ☐Visa ☐Discover
Credit Card Number:

CC Exp. Date: /

LIMITED WARRANTY

In the event that any part of the security equipment becomes defective, or in the event that any repairs occasioned by ordinary wear and tear, are required, GENERAL agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ONE YEAR from the date of installation, except for the installation of camera, video and Z-wave products, and the wireless Key Fob, which are warranted for a period of 90 days., GENERAL reserves the option to either replace or repair the security equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include reprogramming, damage by lightning, electrical surge, wire or foil breaks. Except as set forth in this agreement, GENERAL makes no express guarantees as to any matter whatsoever, including, without limitation, the condition of the equipment, or merchantability of its fitness for any particular purpose. GENERAL does not represent or warrant that the security equipment may not be compromised or circumvented or that the system will prevent any loss by burglary, hold-up, fire or otherwise, or that the system will in all cases provide the protection for which it is installed. GENERAL expressly disclaims any implied warranties. This warranty does not cover any damage to material or, equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than GENERAL. GENERAL shall, not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by GENERAL shall not be deemed to create an express warranty unless included in this contract in writing; that Subscriber is not relying on GENERAL'S skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that GENERAL has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for GENERAL'S breach of this contract or negligence to any degree is to require GENERAL to repair or replace, at GENERAL option, any equipment which is non-operational. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

DISCLAIMER NOTICE

Subscriber acknowledges that GENERAL has explained additional equipment, systems, and service protection: that may be available from GENERAL, for additional charges, and the undersigned has had sufficient opportunity to consider the additional services that may be available, and has decided not to request or contract for such additional equipment, systems, or protection. Subscriber acknowledges that GENERAL explained the difference between VoIP (Voice over Internet Protocol) and standard telephone line service and that GENERAL recommends use of standard telephone line service and communication since VOIP may be less reliable and not compatible with the alarm system. Subscriber acknowledges that if VoIP is used it is at Subscriber's sole risk. Subscriber was given option of installing and paying for monitoring through a wireless Primary or Back-up Radio Communicator:

The products sold by GENERAL ("Products") are only intended for use in a legal manner and Subscriber has expressly represented to GENERAL that Subscriber intends to use the equipment in a legal manner. GENERAL makes no claims about the legality of certain Product applications such as covert cameras, audio or video recorders, or transmitters. Subscriber (not GENERAL) is solely responsible to check and obey federal, state, and local laws which may apply to the purchase, possession, use, and modification of Products. GENERAL expressly disclaims any responsibility or liability for any wrongful or unlawful acts involving Products that are committed by Subscriber or anyone else.

TERMS & CONDITIONS

1. INSTALLATION, MONITORING, SERVICE & FINANCING CHARGES: Subscriber agrees to pay GENERAL all monthly recurring charges due hereunder, plus tax, per month, payable by using GENERAL's Auto-Pay service or bank withdrawal, monthly in advance, for the any Installation, Monitoring, Service or Financing charges, for the term of this agreement commencing on the .first day of the next period succeeding the date hereof and continuing thereafter. Subscriber agrees to pay all invoices within 10 days of invoicing. If Subscriber is late in payment, Subscriber agrees to pay a finance charge of 1.5% per month (minimum of $5.00/month) on the outstanding balance from due date until payment is received. GENERAL is permitted to increase the Monitoring charge any time after the expiration of one year from the date hereof. which increases shall not exceed 10% annually each year and Subscriber agrees to pay such increases. Subscriber authorizes GENERAL to charge Subscriber a credit card processing fee. at GENERAL's discretion, up to the maximum amount permitted by law. GENERAL may change frequency and method of invoicing to Subscriber at any time without notice and Subscriber agrees to pay in accordance with such invoicing terms.

2. THE COMMUNICATION SYSTEM REMAINS THE PROPERTY OF GENERAL: GENERAL shall install, program and service in the premises of the Subscriber, a digital communication system consisting of software, radio, cellular and internet connection, if installed which together, with lawn signs and decals shall remain the sole personal property of GENERAL and shall not be considered a fixture or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by GENERAL. If the communication equipment is part of the instrument panel then the software programmed to transmit a signal shall remain GENERAL'S property, and all reference in this agreement to communication software shall he deemed to read software. Pass code to CPU software remains property of GENERAL. Provided Subscriber performs this agreement for the full term thereof, upon termination GENERAL shall at its option remove the Communication System and provide to Subscriber the pass code to the CPU software or change the pass code to the manufacturer's default code. Sunset Provision: Subscriber acknowledges that a cellular communication device may be utilized by their alarm system, and that as cellular communication technology and transmission methods change Subscriber may be required to purchase an upgrade to the existing cellular communication module. In such an event, General will attempt to notify any affected Subscribers of the required change. In the event the Subscriber does not receive or does not respond to our notifications, General shall not be liable for any loss or damage that arises from a cellular communication failure.

3. REMOTE VIDEO ACCESS: If Remote Video Access is included in the equipment to be installed cameras are designed to transmit video data via Subscriber's high speed internet service to Subscriber's smart phone or other device capable of receiving high speed video data via the internet. GENERAL shall install cameras in permissible legal locations in Subscriber's premises to permit Subscriber to view cameras. GENERAL shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view the camera. In order for Subscriber to have remote video access Subscriber shall activate a Management Account on service provider's website utilizing the Subscriber email address in this contract.

4. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high speed internet access at Subscriber's premises. GENERAL does not provide internet service or maintain internet connection or wireless access, computer, smart phone, electric current connection or supply. In consideration of Subscriber making its monthly, payments for access to GENERAL remote video-server and online Account Management Website, GENERAL will provide Subscriber with a unique pass code which will access GENERAL website, accessing Subscriber's security system, GENERAL is not responsible for Subscriber's access to the Internet or any interruption of service or down time of GENERAL'S remote video server or remote access. Subscriber acknowledges that Subscriber's security system can he compromised if the internet codes or devices used for access are lost or accessed by others and GENERAL shall have no liability for such third party unauthorized access. GENERAL is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. If Subscriber's video is recorded and stored at Subscribers premises in a Video Recorder. GENERAL shall have no liability for video data corruption or the IVR's failure to record or store data.

5. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify GENERAL if any equipment is in need of repair under the warranty or service plan. GENERAL shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, GENERAL shall, during the warranty period or service plan, service the security equipment to the best of its ability within reasonable time after having received said notice, exclusive of Saturday, Sunday and legal holidays. during the business hours of 8 a.m. and 4 p.m. Subscriber agrees to test and inspect the security equipment and to advise GENERAL of any defect, error or omission in the security equipment.

6. CREDIT AUTHORIZATION: The Subscriber authorizes any credit reporting agency to furnish credit information, including but not limited to credit history, credit score, last known address, and last known place of employment to GENERAL during the term of this contract, any subsequent renewal term of this contract, and, if applicable, after termination of this contract in the event a balance is still owed to General at that time.

7. EQUIPMENT INSTALLATION AND ALTERATION OF PREMISES: GENERAL is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in GENERAL's sole discretion for the installation and service of the equipment, and GENERAL shall not be responsible for any condition created as a result of such installation, service, or removal of the equipment, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation under the terms of this agreement. The parties agree that all equipment shall remain personal property and shall not be considered a fixture, or an alteration, conversion, improvement, modernization repair or replacement of any part of the realty.

8. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all non-GFI 110 Volt AC power, electrical outlets, receptacles, telephone hook-ups, computer equipment, network switches, network routers, high speed internet connection and IP address, RJ31x Block or equivalent, as deemed necessary by GENERAL in its sole discretion.

9. NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY: GENERAL does not represent nor warrant that the security equipment and monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the security equipment will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that GENERAL is not an insurer, and the Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. GENERAL has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for GENERAL default hereunder is to require GENERAL to repair or replace, at GENERAL option, any equipment covered by this Agreement which is non-operational, in accordance with this contract.

10. EXCULPATORY CLAUSE: The parties agree that GENERAL is not an insurer and no insurance coverage is offered herein. Subscriber's payments to GENERAL are for the installation, service, monitoring and financing of the equipment designed to reduce certain risks of loss, though GENERAL does not guarantee that no loss will occur. GENERAL is not assuming liability and therefore shall not be liable to Subscriber for any loss or damages sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, or any other cause, whatsoever, regardless whether such loss or damage was caused by or contributed to by GENERAL negligent performance to any degree, failure to perform any obligation or strict products liability. Subscriber releases GENERAL from any claims for contribution, indemnity or subrogation.

11. LIMITATION OF LIABILITY: The parties agree that the security equipment is not designed or guaranteed to prevent any loss by burglary, theft and other illegal acts of third parties, or loss by fire, smoke, water or any other cause. If, notwithstanding the terms of this agreement, there should arise any liability on the part of GENERAL as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever regardless whether such loss, damage, or personal injury was caused by or contributed to by GENERAL negligence to any degree, failure to perform any obligation, equipment failure, or strict products liability, such liability will be limited to an amount equal to one half the yearly payment paid by the Subscriber at the time such liability is fixed, or to the sum of $250.00, whichever is greater. If Subscriber wishes to increase GENERAL'S maximum amount of such limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from GENERAL a higher limit by paying an additional amount consonant with the increase of liability. This shall not be construed as insurance coverage.

12. LEGAL ACTION / EARLY TERMINATION / AGREEMENT TO ARBITRATE: The parties agree that due to the nature of the services to be provided by GENERAL, the payments to be made by the Subscriber for the term of this agreement form an integral part of GENERAL's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix GENERAL's actual damages. Therefore, in the event Subscriber defaults on any payments owed on the Balance Due on Completion, or on the Financed Balance, or any other money's due to GENERAL under this Agreement, that all such remaining payments due will be accelerated and become immediately due and payable to GENERAL, and Subscriber shall be liable for 100% thereof; and in such event GENERAL, may, at its sole option, also terminate Subscriber's Monitoring Agreement, and the balance of all payments for the remaining Monitoring Agreement shall immediately become due and payable, and Subscriber shall be liable for 80% thereof as liquidated damages and GENERAL, at its sole discretion, shall be permitted to immediately suspend or terminate all its services, including but not limited to terminating monitoring service and suspending panel access, under this agreement and to remotely re-program or delete and programming without relieving Subscriber of any obligation herein.

GENERAL shall also be permitted to terminate Subscriber's access to GENERAL's online account management website or GENERAL's remote services server. Subscriber agrees and acknowledges that should GENERAL prevail in any litigation or arbitration between the parties, Subscriber shall be fully liable and responsible to pay GENERAL for all of GENERAL's costs related to Subscriber's default under this agreement, including but not limited to all collection costs, legal fees, arbitration costs, and court costs. In the event GENERAL institutes legal action or arbitration to recover any amounts owed by Subscriber to GENERAL hereunder, the parties agree that the amount to be recovered, and any arbitration award or judgment to be entered, shall include interest at the rate of 1.5% per month (or the maximum allowed by law) from the date payment is due. In any action by GENERAL against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding. Subject to Subscriber's right to bring any claim against GENERAL for up to two ($250) hundred and fifty dollars, only in Nassau County, New York small claims court, any dispute between the parties arising out of this agreement, including issues of arbitrability, or any dispute relating to this agreement or based on a federal or state statute (except where prohibited by law), may, at the option of either party, be determined by arbitration before a single arbitrator administered by Arbitration Services, Inc. (or by such other reputable arbitration firm or company that General may select) under its Arbitration Rules, which are available at www.arbitrationservicesinc.com, by fax at 516-364-3456 or by telephone at 516-364-1730, except that no punitive damages may be awarded. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Subscriber against GENERAL must be commenced within one year of the accrual of the cause of action or shall be barred. Subscriber submits to the Jurisdiction of New York and agrees that any litigation or arbitration between the parties must be commenced and maintained exclusively in Nassau County, New York, where GENERAL's principal place of business is located. All actions or proceedings against GENERAL must be based on the provisions of this agreement, and any other action that Subscriber may have or bring against GENERAL in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. Subscriber consents to have all issues and disputes arising herein to be arbitrated, and this consent to arbitrate shall survive the termination of this agreement. The commencement of any action, proceeding or arbitration and service of legal process or papers in any action, proceeding or arbitration between the parties may be served by prepaid first-class mail delivered by the U.S. Post Office, or overnight by Federal Express or UPS to the party's address in this agreement or any other address provided by a party in writing the party making service.

Subscriber acknowledges that Subscriber is waiving right to a jury trial voluntarily and knowingly, and free from duress or coercion, and that Subscriber has a right to consult with a person of Subscribers choosing, including an attorney, before signing this document. Subscriber understands that instead of suing or being sued in court, the parties may have their dispute determined by arbitration. Subscriber acknowledges that the rules in arbitration are different, and that Subscriber has had the opportunity to seek legal or other advice in regard to this contract and in particular this arbitration provision. The parties agree that jurisdiction for any litigation or arbitration shall be in Nassau County, New York. This contract evidences a transaction in interstate commerce, and thus the federal Arbitration Act governs the interpretation and enforcement of this provision.

13. DELAY IN DELIVERY / INSTALLATION /RISK OF LOSS OF MATERIAL / DISRUPTION OF MONITORING / FORCE MAJEURE: GENERAL shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for the interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including but not limited to declarations of emergency by either the federal, state or local government. Force Majeure, floods, hurricane, tornado, high winds, or unusually severe weather; earthquakes, fires, explosions, or other catastrophes; national or global pandemic, health crisis, climate change or environmental issues. COVID-19 related issues, or other similar occurrences or any circumstance outside of GENERAL's control which adversely restricts or impacts GENERAL's ability to perform its obligations herein, and including GENERAL's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of GENERAL, GENERAL shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay GENERAL the sum of One Thousand ($1,000.00) Dollars per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of GENERAL on less than 24 hours notice to GENERAL. If installation is delayed for more than six (6) months from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of GENERAL, Subscriber agrees to pay an additional ten (10%) percent of the contract Total Installation Cost upon installation. Subscriber assumes all risk of loss of material once delivered to the work site.

14. PAYMENT DEFAULT: Subscriber agrees to pay all invoices rendered by GENERAL within ten (10) days of their date. If Subscriber is late in payment, Subscriber agrees to pay a finance charge of 1.5% per month (minimum $5.00/month) on the outstanding balance until paid. Subscriber also agrees to reimburse GENERAL the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt (or the maximum permitted by law), and all costs and expenses, including reasonable attorneys' fees, General incurs in such collection efforts. Upon termination of this contract or Subscriber's default of any payment or other obligation under this contract GENERAL is authorized to discontinue all services without notice to Subscriber.

15. LIEN LAW: GENERAL or any subcontractor engaged by GENERAL to perform work or furnish material who is not paid may have a claim against Subscriber or the owner of the premises if other than the Subscriber which may be enforced against the property in accordance with the applicable lien laws. GENERAL is legally required to deposit all payments received prior to completion in accordance with New York Lien Law subdivision four of section seventy-one-a, and in lieu of such deposit GENERAL may post a bond or contract of indemnity with purchaser guaranteeing the return or proper application of such payments to the purposes of this contract.

16. INSURANCE: The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which GENERAL is named as insured, and under which the insurer agrees to indemnify and hold GENERAL harmless from and against all costs, expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by GENERAL negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be in an amount necessary to indemnify Subscriber for personal injury and property damage or loss. GENERAL shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured.

17. INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS: Subscriber agrees to and shall indemnify and hold harmless GENERAL, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by GENERAL performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against GENERAL or GENERAL subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of GENERAL. GENERAL shall have the right to assign this contract to a licensed alarm company and shall be relieved of any further obligations created herein upon such assignment.

18. FALSE ALARM FINES/PERMITS/ADDITIONAL WORK: Subscriber shall obtain all permits required by law prior to the commencement of any work, unless such laws require GENERAL to obtain such permits. GENERAL Certificate of Worker's Compensation insurance is available upon request. GENERAL shall have no liability for false alarms, false alarm fines, permit fees, police response, excess guard response, or the refusal of the police to respond. All such fees are solely the responsibility of Subscriber. In the event of termination of police response by the municipal police this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Subscriber shall indemnify and hold GENERAL harmless for all false alarm fines, alarm permit fees or other charges imposed by any municipality, including GENERAL attorney's fees, arising out of the security system or GENERAL services related thereto, excluding sales or income tax, if any. Should GENERAL be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay GENERAL for such service or material.

19. GENERAL RIGHT TO SUBCONTRACT SERVICES: Subscriber agrees that GENERAL is authorized and permitted to subcontract any services to be provided by GENERAL to third parties who may be independent of GENERAL, and that GENERAL shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, and that Subscriber appoints GENERAL to act as Subscriber's agent with respect to such third parties, except that GENERAL shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to GENERAL disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and offices of GENERAL.

20. FULL AGREEMENT/SEVERABILITY: This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties. Subscriber hereby acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising or which may arise as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance. Should any provision of this agreement be deemed void, the remaining parts shall not be affected.

21. EARLY TERMINATION FEE FOR MOVE: If Subscriber is moving from the residence where the alarm system has been installed Subscriber shall be relieved of further obligation to perform this Agreement provided Subscriber is not otherwise in default of this Agreement, Subscriber complies with all terms of the Early Termination option within 10 days of the effective date of Early Termination, and:

a. Subscriber and the new occupant of the residence have duly executed and delivered to GENERAL an Assignment and Assumption Agreement, in form provided by GENERAL, in which the new resident of the premises assumes all obligations of this Agreement; or

b. Subscriber agrees to have GENERAL install an alarm system consisting of three (3) door contacts, one (1) motion detector, and one (1) control panel and keyboard in Subscriber's new residence, provided (a) Subscriber pays GENERAL $595, (b) Subscriber executes and delivers to GENERAL a new GENERAL form Agreement for the monitoring and alarm services specified in this Agreement for a term equal to the term remaining in this Agreement, and (c) the new residence resides within GENERAL's service area; or

c. If Subscriber is moving to a residence within GENERAL's service area, and Subscriber has a wireless alarm system with no hard wired components, Subscriber pays GENERAL $95 per hour, or GENERAL's current rate at the time for such services, for GENERAL to install Subscriber's wireless components described in this Agreement in the new residence and Subscriber executes and delivers to GENERAL a new GENERAL form Agreement for the monitoring and alarm services specified in this Agreement for a term equal to the term remaining in this Agreement. It is Subscriber's responsibility to remove the equipment from the residence described in this Agreement for installation in the new residence. Subscriber may request GENERAL to remove the equipment from the residence described in this Agreement at a rate of $95 per hour, or GENERAL's current rate at the time for such services.

22. If Subscriber requests GENERAL or Central to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay GENERAL $95.00, or GENERAL's current rate at the time, for each such service.

23. GENERAL reserves the right to terminate this Agreement at any time.

24. Office Locations (as of 10/2020): Corporate Headquarters: 100 Fairchild Ave., Plainview, NY 11803; **Albany Branch:** 1 Pine West Road #102, Albany, NY 12205; **Buffalo Branch:** 5813 Transit Rd., Depew, NY 14043; **Rochester Branch:** 90 Airpark Dr. #100, Rochester, NY 14624; **Utica Branch:** 54 Kellogg Rd, STE 72, New Hartford, NY 13413; **Hudson Branch:** 172 Union Turnpike., Hudson, NY 12534; **Winston-Salem Branch:** 1507 Union Cross Rd., Kernersville, NC 27284; **Richmond Branch:** 13967 Raised Antler Cir., Midlothian, VA 23112; **Miami Branch:** 8399 NW 66th St., Miami, FL 33166; **Union Branch:** 971 Lehigh Ave. Union, NJ 07083.

25. North Carolina Alarm Licensing Board: 3101 Industrial Drive, Suite 104, Raleigh, NC 27609; Phone: 919-788-5320; Fax: 919-788-5365.

Docusign Envelope ID: A7538594-0B1A-4033-8AD9-AE23807244EC

General Security, Inc.

Corporate Headquarters
General Alarm LLC
100 FAIRCHILD AVENUE, PLAINVIEW N.Y. 11803
800-343-2250 516-997-6464 Email: info@gensecurity.com

Licensed by the N.Y.S. Department of State # 12000262513 North Carolina: 1892-CSA Virginia: DCJS 11-5570
South Carolina: BAC13877 & FAC 13799 Florida: EF20001602 Maryland: 107-2314 Vermont: ID#: 0351133 New Jersey: BF000651

OFFICE PERFORMING WORK: PLAINVIEW / ALBANY / BUFFALO / ROCHESTER / UTICA / HUDSON / WINSTON-SALEM / RICHMOND / FLORIDA / UNION / OTHER: Plainview

OFFICE TELEPHONE NO: 516-997-6464 SALES REP: Greg P.

MONITORING AGREEMENT

SUBSCRIBER NAME: Bayville - West Harbor Beach DATE: 06/24/2025

ADDRESS: 34 School St. CITY: Bayville STATE: NY ZIP: 11709

Monitoring Address (If different): CITY: STATE: ZIP:

PHONE (HOME/BUS): 516-628-1439 x120 (CELL): EMAIL: malfanohardy@bayvilleny.gov

Digital w/Phone Line ☐ Radio ☐ Ethernet/Network ☒

Radio Type: -

Digital Communicator Type: -

MONTHLY MONITORING FEE $ 30.00

TAX (where applicable) $ 0.00

TOTAL MONTHLY FEES $ 30.00

CIRCLE PREFERRED BILLING FREQUENCY:

ANNUAL SEMI-ANNUAL QUARTERLY* X MONTHLY*

ADVANCED PAYMENT RECEIVED $ 0.00

*Must be on Auto-Pay

GENERAL's Monitoring Agreement is for a term of 36 months.

Is this Monitoring Agreement connected to Subscriber's Installation Agreement? X YES NO

If Yes, does Subscriber have a Financed Balance from that Installation Agreement? YES X NO

If Yes, Subscriber hereby acknowledges having entered into an Installation Agreement with GENERAL of even date herewith, with a remaining Financed Balance owed in the amount of $ 0, which Subscriber agrees to pay off over 0 months at a rate of $ 0/month.

If Subscribers' alarm communicator is connected to a premise telephone line, Subscriber acknowledges that such telephone line is critical for alarm communication to the monitoring center. If Subscriber changes service providers for the premise telephone line, terminates, or alters the telephone service in any way, Subscriber is responsible to notify General immediately and Subscriber shall be responsible for testing the alarm communications to the monitoring station after any such changes.

Agreed to and acknowledged by: _____(INITIAL)

AUTO PAY AUTHORIZATION

I authorize GENERAL to have my credit card/checking account automatically charged for all charges under this agreement, and, if applicable, for all charges under my Installation Agreement.

Subscriber's Signature: Signed by: Bayville West Harbor Beach - Maria 00BC4FF0EDBF4B4

Print Subscribers Name: Mayor Steve Minicozzi

☐ **Checking**

For Checking:

Bank Routing #:

Bank Account #:

Name on Account:

☐ Mastercard ☐ Visa ☐ Discover

For Credit Card:

Card/Account Holder's Name:

Credit Card / Account Number:

Expiration Date:

Security Code:

SERVICE: Subscriber agrees to pay GENERAL on a "per call" basis for service, unless Subscriber enters into a separate Service Agreement. Subscriber agrees to pay GENERAL for all parts and labor at the time of service. General is not responsible for Subscriber's existing system. General does not warranty any wiring, components or devices that were existing onsite or installed prior to this agreement.

CYBER SECURITY: General Security utilizes preventative measures for the prevention of cyber security attacks and identity theft of our consumer information. General Security is not responsible to Subscriber for any loss or damage resulting from cyber-attacks or data breaches relating but not limited to Security Systems, Video Systems, Fire Protection System or electronic correspondence.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AT TIME OF EXECUTION.

GENERAL RESERVES THE RIGHT TO CANCEL THIS AGREEMENT PRIOR TO COMMENCEMENT OF WORK.

READ THIS AGREEMENT CAREFULLY, INCLUDING LIMITED WARRANTY, DISCLAIMER NOTICE, AND TERMS & CONDITIONS #1-27, BEFORE SIGNING.

G.S. ACCOUNT NUMBER - SITE -

CENTRAL OFFICE NUMBER -

DIGITAL - RADIO -

SUBSCRIBER:

GENERAL SECURITY SALES REP HAS INFORMED ME ABOUT ALL REQUIRED PERMITS. I ACKNOWLEDGE RECEIPT OF THE NOTICE OF CANCELLATION. I UNDERSTAND AND ACCEPT THIS MONITORING AGREEMENT AND TERMS & CONDITIONS #1-27, AND HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF EACH.

Signed by: Bayville West Harbor Beach - Maria Alfano-Hardy 00BC4FF0EDBF4B4

Subscriber's Signature

Comments:

24/7 Alarm.com Reporting for your access control system through app and web ex controls.

Easy on boarding and adding in and removing access credentials.

All Controlled through alarm.com with mobile credentials cloud access and more.

$30.00 a month for full door control, mobile controls, and full commercial alarm.com features.
Six Door Site at Harbor Beach

Tax Exempt Form must be submitted to us

LIMITED WARRANTY

In the event that any part of the security equipment becomes defective, or in the event that any repairs occasioned by ordinary wear and tear, are required, GENERAL agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ONE YEAR from the date of installation, except for the installation of camera, video and Z-wave products, and the wireless Key Fob, which are warranted for a period of 90 days. GENERAL reserves the option to either replace or repair the security equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include reprogramming, damage by lightning, electrical surge, wire or foil breaks. Except as set forth in this agreement, GENERAL makes no express guarantees as to any matter whatsoever, including, without limitation, the condition of the equipment, or merchantability of its fitness for any particular purpose. GENERAL does not represent or warrant that the security equipment may not be compromised or circumvented or that the system will prevent any loss by burglary, hold-up, fire or otherwise, or that the system will in all cases provide the protection for which it is installed. GENERAL expressly disclaims any implied warranties. This warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than GENERAL. GENERAL shall, not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by GENERAL shall not be deemed to create an express warranty unless included in this contract in writing; that Subscriber is not relying on GENERAL'S skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that GENERAL has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for GENERAL'S breach of this contract or negligence to any degree is to require GENERAL to repair or replace, at GENERAL option, any equipment which is non-operational. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

DISCLAIMER NOTICE

Subscriber acknowledges that GENERAL has explained additional equipment, systems, and service protection: that may be available from GENERAL, for additional charges, and the undersigned has had sufficient opportunity to consider the additional services that may be available, and has decided not to request or contract for such additional equipment, systems, or protection. Subscriber acknowledges that GENERAL explained the difference between VoIP (Voice over Internet Protocol) and standard telephone line service and that GENERAL recommends use of standard telephone line service and communication since VOIP may be less reliable and not compatible with the alarm system. Subscriber acknowledges that if VoIP is used it is at Subscriber's sole risk. Subscriber was given option of installing and paying for monitoring through a wireless Primary or Back-up Radio Communicator:
The products sold by GENERAL ("Products") are only intended for use in a legal manner and Subscriber has expressly represented to GENERAL that Subscriber intends to use the equipment in a legal manner. GENERAL makes no claims about the legality of certain Product applications such as covert cameras, audio or video recorders, or transmitters. Subscriber (not GENERAL) is solely responsible to check and obey federal, state, and local laws which may apply to the purchase, possession, use, and modification of Products. GENERAL expressly disclaims any responsibility or liability for any wrongful or unlawful acts involving Products that are committed by Subscriber or anyone else.

TERMS & CONDITIONS

1. INSTALLATION, MONITORING, SERVICE & FINANCING CHARGES: Subscriber agrees to pay GENERAL all monthly recurring charges due hereunder, plus tax, per month, payable by using GENERAL's Auto-Pay service or bank withdrawal, monthly in advance, for the any Installation, Monitoring, Service or Financing charges, for the term of this agreement commencing on the .first day of the next period succeeding the date hereof and continuing thereafter. Subscriber agrees to pay all invoices within 10 days of invoicing. If Subscriber is late in payment, Subscriber agrees to pay a finance charge of 1.5% per month (minimum of $5.00/month) on the outstanding balance from due date until payment is received. GENERAL is permitted to increase the Central Monitoring charge any time after the expiration of one year from the date hereof, which increases shall not exceed 10% annually each year and Subscriber agrees to pay such increases. Subscriber authorizes GENERAL to charge Subscriber a credit card processing fee, at GENERAL's discretion, up to the maximum amount permitted by law. GENERAL may change frequency and method of invoicing to Subscriber at any time without notice and Subscriber agrees to pay in accordance with such invoicing terms.

2. TERM OF AGREEMENT: RENEWAL: At the conclusion of the initial Term, this Agreement shall thereafter automatically renew month to month under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof GENERAL shall be permitted from time to time to increase all charges by an amount not to exceed ten (10%) percent each year and Subscriber agrees to pay such increase.

3. THE DIGITAL COMMUNICATION SYSTEM REMAINS THE PROPERTY OF GENERAL: GENERAL shall install, program and service in the premises of the Subscriber, a digital communication system consisting of software, radio, cellular and internet connection, if installed which together, with lawn signs and decals shall remain the sole personal property of GENERAL and shall not be considered a fixture or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by GENERAL. If the communication equipment is part of the instrument panel then the software programmed to transmit a signal shall remain GENERAL'S property, and all reference in this agreement to communication software shall be deemed to read software. Pass code to CPU software remains property of GENERAL. Provided Subscriber performs this agreement for the full term thereof, upon termination GENERAL shall at its option remove the Communication System and provide to Subscriber the pass code to the CPU software or change the pass code to the manufacturer's default code.

4. CENTRAL MONITORING CENTER: Upon receipt of a signal from the communication system, GENERAL or its designated monitoring center ("Central") shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of GENERAL or Central and GENERAL does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, radio, cellular, or other modes of communication pass through communication networks wholly beyond the control of GENERAL and may not be maintained by GENERAL and, therefore, GENERAL shall not be responsible for any failure which prevents transmission signals from reaching Central, downtime of GENERAL remote video server or damages arising there from, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish GENERAL with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. All changes and revisions shall be supplied to GENERAL in writing. Subscriber authorizes GENERAL to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Central to monitor video or sound then upon receipt of an alarm signal GENERAL Central shall monitor video or sound for so long as Central in its sole discretion deems appropriate to confirm an alarm condition. GENERAL may without prior notice, suspend or terminate its services, in Central's sole discretion in event of Subscriber's default in performance of this agreement, or in event of Central facility or communication network is non-operational or Subscriber's alarm system is sending excessive false alarms. GENERAL or Central is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property.

5. REMOTE VIDEO ACCESS: If Remote Video Access is included in the equipment to be installed, the cameras and/or recorders are designed to transmit video data via Subscriber's high speed internet service to Subscriber's smart phone or other device capable of receiving high speed video data via the internet. GENERAL shall install cameras in permissible legal locations in Subscriber's premises to permit Subscriber to view cameras. GENERAL shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view the camera. In order for Subscriber to have remote video access Subscriber shall activate a Management Account on a third party service provider's website utilizing the Subscriber email address in this contract.

6. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high speed internet access at Subscriber's premises. GENERAL does not provide internet service or maintain internet connection or wireless access, computer, smart phone, electric current connection or supply. In consideration of Subscriber making its monthly, payments for access to GENERAL remote video-server and online Account Management Website, GENERAL will provide Subscriber with a unique pass code which will access GENERAL website, accessing Subscriber's security system, GENERAL is not responsible for Subscriber's access to the Internet or any interruption of service or down time of GENERAL'S remote video server or remote access. Subscriber acknowledges that Subscriber's security system can be compromised if the internet codes or devices used for access are lost or accessed by others and GENERAL shall have no liability for such third party unauthorized access. GENERAL is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. If Subscriber's video is recorded and stored at Subscribers premises in a Video Recorder, GENERAL shall have no liability for video data corruption or the IVR's failure to record or store data.

7. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify GENERAL if any equipment is in need of repair under the warranty or service plan. GENERAL shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, GENERAL shall, during the warranty period or service plan, service the security equipment to the best of its ability within reasonable time after having received said notice, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 4 p.m. Subscriber agrees to test and inspect the security equipment and to advise GENERAL of any defect, error or omission in the security equipment.

8. CREDIT AUTHORIZATION: The Subscriber authorizes any credit reporting agency to furnish credit information, including but not limited to credit history, credit score, last known address, and last known place of employment to GENERAL during the term of this contract, any subsequent renewal term of this contract, and, if applicable, after termination of this contract in the event a balance is still owed to General at that time.

9. EQUIPMENT INSTALLATION AND ALTERATION OF PREMISES: GENERAL is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in GENERAL's sole discretion for the installation and service of the equipment, and GENERAL shall not be responsible for any condition created as a result of such installation, service, or removal of the equipment, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation under the terms of this agreement. The parties agree that all equipment shall remain personal property and shall not be considered a fixture, or an alteration, conversion, improvement, modernization repair or replacement of any part of the realty.

10. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all non-GFI 110 Volt AC power, electrical outlets, receptacles, telephone hook-ups, computer equipment, network switches, network routers, high speed internet connection and IP address. RJ31x Block or equivalent, as deemed necessary by GENERAL in its sole discretion.

11. NO WARRANTIES OR REPRESENTATIONS; SUBSCRIBER'S EXCLUSIVE REMEDY: GENERAL does not represent nor warrant that the security equipment and central monitoring will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire or other cause, or that the security equipment will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that GENERAL is not an insurer, and the Subscriber assumes all risk for loss or damage to Subscriber's premises or its contents. GENERAL has made no representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for GENERAL default hereunder is to require GENERAL to repair or replace, at GENERAL option, any equipment covered by this Agreement which is non-operational, in accordance with this contract.

12. EXCULPATORY CLAUSE: The parties agree that GENERAL is not an insurer and no insurance coverage is offered herein. Subscriber's payments to GENERAL are for the installation, service, monitoring and financing of the equipment designed to reduce certain risks of loss, though GENERAL does not guarantee that no loss will occur. GENERAL is not assuming liability and therefore shall not be liable to Subscriber for any loss or damages sustained by Subscriber as a result of burglary, theft, hold-up, fire, equipment failure, or any other cause, whatsoever, regardless whether such loss or damage was caused by or contributed to by GENERAL negligent performance to any degree, failure to perform any obligation or strict products liability. Subscriber releases GENERAL from any claims for contribution, indemnity or subrogation.

13. LIMITATION OF LIABILITY: The parties agree that the security equipment is not designed or guaranteed to prevent any loss by burglary, theft and other illegal acts of third parties, or loss by fire, smoke, water or any other cause. If, notwithstanding the terms of this agreement, there should arise any liability on the part of GENERAL as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever regardless whether such loss, damage, or personal injury was caused by or contributed to by GENERAL negligence to any degree, failure to perform any obligation, equipment failure, or strict products liability, such liability will be limited to an amount equal to one half the yearly payment paid by the Subscriber at the time such liability is fixed, or to the sum of $250.00, whichever is greater. If Subscriber wishes to increase GENERAL's maximum amount of such limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from GENERAL a higher limit by paying an additional amount consonant with the increase of liability. This shall not be construed as insurance coverage.

14. LEGAL ACTION / EARLY TERMINATION / AGREEMENT TO ARBITRATE: The parties agree that due to the nature of the services to be provided by GENERAL, the payments to be made by the Subscriber for the term of this agreement form an integral part of GENERAL's anticipated profits, that in the event of Subscriber's default it would be difficult if not impossible to fix GENERAL's actual damages. Therefore, in the event Subscriber defaults on any payments owed on the Balance Due on Completion, or on the Financed Balance, or any other money's due to GENERAL under this Agreement, that all such remaining payments due will be accelerated and become immediately due and payable to GENERAL, and Subscriber shall be liable for 100% thereof; and in such event GENERAL, may, at its sole option, also terminate Subscriber's Central Monitoring Agreement, and the balance of all payments for the remaining Central Monitoring Agreement shall immediately become due and payable, and Subscriber shall be liable for 80% thereof as liquidated damages and GENERAL, at its sole discretion, shall be permitted to immediately suspend or terminate all its services, including but not limited to terminating monitoring service and suspending panel access, under this agreement and to remotely re-program or delete and programming without relieving Subscriber of any obligation herein.

GENERAL shall also be permitted to terminate Subscriber's access to GENERAL's online account management website or GENERAL's remote services server. Subscriber agrees and acknowledges that should GENERAL prevail in any litigation or arbitration between the parties, Subscriber shall be fully liable and responsible to pay GENERAL for all of GENERAL's costs related to Subscriber's default under this agreement, including but not limited to all collection costs, legal fees, arbitration costs, and court costs. In the event GENERAL institutes legal action or arbitration to recover any amounts owed by Subscriber to GENERAL hereunder, the parties agree that the amount to be recovered, and any arbitration award or judgment to be entered, shall include interest at the rate of 1.5% per month (or the maximum allowed by law) from the date payment is due. In any action by GENERAL against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding. Subject to Subscriber's right to bring any claim against GENERAL for up to two ($250) hundred and fifty dollars, only in Nassau County, New York small claims court, any dispute between the parties arising out of this agreement, including issues of arbitrability, or any dispute relating to this agreement or based on a federal or state statute (except where prohibited by law), may, at the option of either party, be determined by arbitration before a single arbitrator administered by Arbitration Services, Inc. (or by such other reputable arbitration firm or company that General may select) under its Arbitration Rules, which are available at www.arbitrationservicesinc.com, by fax at 516-364-3456 or by telephone at 516-364-1730, except that no punitive damages may be awarded. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Subscriber against GENERAL must be commenced within one year of the accrual of the cause of action or shall be barred. Subscriber submits to the Jurisdiction of New York and agrees that any litigation or arbitration between the parties must be commenced and maintained exclusively in Nassau County, New York, where GENERAL's principal place of business is located. All actions or proceedings against GENERAL must be based on the provisions of this agreement, and any other action that Subscriber may have or bring against GENERAL in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. Subscriber consents to have all issues and disputes arising herein to be arbitrated, and this consent to arbitrate shall survive the termination of this agreement. The commencement of any action, proceeding or arbitration and service of legal process or papers in any action, proceeding or arbitration between the parties may be served by prepaid first-class mail delivered by the U.S. Post Office, or overnight by Federal Express or UPS to the party's address in this agreement or any other address provided by a party in writing the party making service.

Subscriber acknowledges that Subscriber is waiving right to a jury trial voluntarily and knowingly, and free from duress or coercion, and that Subscriber has a right to consult with a person of Subscribers choosing, including an attorney, before signing this document. Subscriber understands that instead of suing or being sued in court, the parties may have their dispute determined by arbitration. Subscriber acknowledges that the rules in arbitration are different, and that Subscriber has had the opportunity to seek legal or other advice in regard to this contract and in particular this arbitration provision. The parties agree that jurisdiction for any litigation or arbitration shall be in Nassau County, New York. This contract evidences a transaction in interstate commerce, and thus the federal Arbitration Act governs the interpretation and enforcement of this provision.

15. DELAY IN DELIVERY / INSTALLATION /RISK OF LOSS OF MATERIAL / DISRUPTION OF MONITORING / FORCE MAJEURE: GENERAL shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for the interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including but not limited to declarations of emergency by either the federal, state or local government. Force Majeure, floods, hurricane, tornado, high winds, or unusually severe weather; earthquakes,

fires, explosions, or other catastrophes; national or global pandemic, health crisis, climate change or environmental issues, COVID-19 related issues, or other similar occurrences or any circumstance outside of GENERAL's control which adversely restricts or impacts GENERAL's ability to perform its obligations herein, and including GENERAL's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of GENERAL, GENERAL shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay GENERAL the sum of One Thousand ($1,000.00) Dollars per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of GENERAL on less than 24 hours notice to GENERAL. If installation is delayed for more than six (6) months from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of GENERAL, Subscriber agrees to pay an additional ten (10%) percent of the contract Total Installation Cost upon installation. Subscriber assumes all risk of loss of material once delivered to the work site.

16. PAYMENT DEFAULT: Subscriber agrees to pay all invoices rendered by GENERAL within ten (10) days of their date. If Subscriber is late in payment, Subscriber agrees to pay a finance charge of 1.5% per month (minimum $5.00/month) on the outstanding balance until paid. Subscriber also agrees to reimburse GENERAL the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt (or the maximum permitted by law), and all costs and expenses, including reasonable attorneys' fees, Generalwe incurs in such collection efforts. Upon termination of this contract or Subscriber's default of any payment or other obligation under this contract GENERAL is authorized to discontinue all services without notice to Subscriber.

17. LIEN LAW: GENERAL or any subcontractor engaged by GENERAL to perform work or furnish material who is not paid may have a claim against Subscriber or the owner of the premises if other than the Subscriber which may be enforced against the property in accordance with the applicable lien laws.

18. INSURANCE: The Subscriber shall maintain a policy of public liability, property damage, burglary and theft insurance under which GENERAL is named as insured, and under which the insurer agrees to indemnify and hold GENERAL harmless from and against all costs, expenses including attorneys' fees and liability arising out of or based upon any and all claims, injuries and damages arising under this agreement, including, but not limited to, those claims, injuries and damages contributed to by GENERAL negligent performance to any degree or its failure to perform any obligation. The minimum limits of liability of such insurance shall be in an amount necessary to indemnify Subscriber for personal injury and property damage or loss. GENERAL shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured.

19. INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS: Subscriber agrees to and shall indemnify and hold harmless GENERAL, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by GENERAL performance, negligence or failure to perform any obligation under this agreement. Parties agree that there are no third party beneficiaries of this contract. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against GENERAL or GENERAL subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of GENERAL. GENERAL shall have the right to assign this contract to a licensed alarm company and shall be relieved of any further obligations created herein upon such assignment.

20. FALSE ALARM FINES/PERMITS/ADDITIONAL WORK: Subscriber shall obtain all permits required by law prior to the commencement of any work, unless such laws require GENERAL to obtain such permits. GENERAL Certificate of Worker's Compensation insurance is available upon request. GENERAL shall have no liability for false alarms, false alarm fines, permit fees, police response, excess guard response, or the refusal of the police to respond. All such fees are solely the responsibility of Subscriber. In the event of termination of police response by the municipal police this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Subscriber shall indemnify and hold GENERAL harmless for all false alarm fines, alarm permit fees or other charges imposed by any municipality, including GENERAL attorney's fees, arising out of the security system or GENERAL services related thereto, excluding sales or income tax, if any. Should GENERAL be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay GENERAL for such service or material.

21. GENERAL RIGHT TO SUBCONTRACT SERVICES: Subscriber agrees that GENERAL is authorized and permitted to subcontract any services to be provided by GENERAL to third parties who may be independent of GENERAL, and that GENERAL shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, and that Subscriber appoints GENERAL to act as Subscriber's agent with respect to such third parties, except that GENERAL shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to GENERAL disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and central offices of GENERAL.

22. FULL AGREEMENT/SEVERABILITY: This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties. Subscriber hereby acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising or which may arise as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance. Should any provision of this agreement be deemed void, the remaining parts shall not be affected.

23. EARLY TERMINATION FEE FOR MOVE: If Subscriber is moving from the residence where the alarm system has been installed Subscriber shall be relieved of further obligation to perform this Agreement provided Subscriber is not otherwise in default of this Agreement. Subscriber complies with all terms of the Early Termination option within 10 days of the effective date of Early Termination, and:

a. Subscriber and the new occupant of the residence have duly executed and delivered to GENERAL an Assignment and Assumption Agreement, in form provided by GENERAL, in which the new resident of the premises assumes all obligations of this Agreement; or

b. Subscriber agrees to have GENERAL install an alarm system consisting of three (3) door contacts, one (1) motion detector, and one (1) control panel and keyboard in Subscriber's new residence, provided (a) Subscriber pays GENERAL $595, (b) Subscriber executes and delivers to GENERAL a new GENERAL form Agreement for the monitoring and alarm services specified in this Agreement for a term equal to the term remaining in this Agreement, and (c) the new residence resides within GENERAL's service area; or

c. If Subscriber is moving to a residence within GENERAL's service area, and Subscriber has a wireless alarm system with no hard wired components. Subscriber pays GENERAL $95 per hour, or GENERAL's current rate at the time for such services, for GENERAL to install Subscriber's wireless components described in this Agreement in the new residence and Subscriber executes and delivers to GENERAL a new GENERAL form Agreement for the monitoring and alarm services specified in this Agreement for a term equal to the term remaining in this Agreement. It is Subscriber's responsibility to remove the equipment from the residence described in this Agreement for installation in the new residence. Subscriber may request GENERAL to remove the equipment from the residence described in this Agreement at a rate of $95 per hour, or GENERAL's current rate at the time for such services.

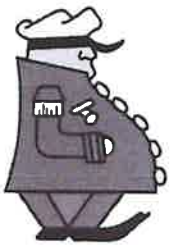
24. If Subscriber requests GENERAL or Central to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay GENERAL $95.00, or GENERAL's current rate at the time, for each such service.

25. GENERAL reserves the right to terminate this Agreement at any time.

26. Office Locations (as of 10/2020): Corporate Headquarters: 100 Fairchild Ave., Plainview, NY 11803; **Albany Branch:** 1 Pine West Road #102, Albany, NY 12205; **Buffalo Branch:** 5813 Transit Rd., Depew, NY 14043; **Rochester Branch:** 90 Airpark Dr. #100, Rochester, NY 14624; **Utica Branch:** 54 Kellogg Rd, STE 72, New Hartford, NY 13413; **Hudson Branch:** 172 Union Turnpike., Hudson, NY 12534; **Winston-Salem Branch:** 1507 Union Cross Rd., Kernersville, NC 27284; **Richmond Branch:** 13967 Raised Antler Cir., Midlothian, VA 23112; **Miami Branch:** 8399 NW 66th St., Miami, FL 33166; **Union Branch:** 971 Lehigh Ave, Union, NJ 07083.

27. North Carolina Alarm Licensing Board: 3101 Industrial Drive, Suite 104, Raleigh, NC 27609; Phone: 919-788-5320; Fax: 919-788-5365,166

Docusign Envelope ID: A7538594-0B1A-4033-8AD9-AE23807244EC



General Security Inc.

1-800-343-2250
www.gensecurity.com

I have read and received this Notice:

Signed by:
Bayville West Harbor Beach - Maria Alfano-Hardy
00BC4FF9EDBF4B4...

Buyer's Signature

7/11/2025
Date of Transaction

NOTICE OF CANCELLATION

You may cancel this transaction without any penalty or obligation within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instruments executed by you will be returned within 10 business days following the receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

To cancel this transaction, **mail certified, return receipt requested or deliver a signed and dated copy of this cancellation notice** or other written notice, or send an overnight letter to:

General, 100 Fairchild Ave., Plainview, NY 11803.

It must be sent no later than midnight 07/2025 .
DATE

I HEREBY CANCEL THIS TRANSACTION:

BUYER'S SIGNATURE

DATE

BUYER'S ADDRESS

General Security License Information:
New York Lic # 1200262513
North Carolina Lic #1892-CSA
South Carolina Lic # BAC13877/FAC13799
Virginia DCJS # 11-5570
Florida #EF20001602
New Jersey #34BF00067900/BF00651
Vermont ID#0351133

West Harbor Beach Access Control

A PROPOSAL FOR

Inc. Village Of Bayville

Maria Alfano-Hardy
malfanohardy@bayvilleny.gov
(516) 628-1439

34 School Street
Bayville, NY 11709

PREPARED BY: RICHARD GRANT

Ultra Audio/Video & Security Inc.
www.ultraav.net
(718) 810-9208

185-34 Fonda Ave
St. Albans, NY 11412

Project Description

Access Control With Alarm.com

4 Single Door

2 Garage Roll Up

Keyfob

Scheduling

Mobile App or Desk Top Control

Real Time Control Mobile of Desktop

Multi Admin Users

Easy To Use

Expandable

No Licenses needed

One Time Activation Fee $25

App Platform with Single Door $20.00

Each Additional Door $10.00 x 5

Total Monthly Recurring Fee $70.00

Areas & Items

West Harbor Access Control

4 Single Door

2 Roll Up Door

Items	Sell Price	Qty	Total
Alarm.com *4 Door Access Control Panel*	$1,944.00	x2	**$3,888.00**
Alarm.com *Reader*	$264.00	x6	**$1,584.00**
Alarm.com *25 Pack Fob*	$257.00	x1	**$257.00**
Adi Pro *Mag Lock 1200 Lbs*	$249.00	x4	**$996.00**
Alarm Controls *Rex Button*	$134.00	x4	**$536.00**
WBox Technologies *Bracket*	$99.00	x4	**$396.00**
Genesis Cable *Shielded Wire*	$448.00	x1	**$448.00**

Items	Sell Price	Qty	Total
Wire *Wire*	$199.00	x2	**$398.00**
Labor Labor	$9,800.00	x1	**$9,800.00**

West Harbor Access Control Total : $18,303.00

Financial Summary

Parts	$8,503.00
Total Parts	**$8,503.00**
Total Labor	**$9,800.00**
Subtotal	**$18,303.00**
Proposal Total	**$18,303.00**

Payment Schedule

60 % Upon Signing Agreement

40 % Due Upon Completion

Project Terms

Acceptance of proposal - the above price, terms and conditions are satisfactory and are hereby accepted Ultra Audio/Video is hereby authorized to do the specified work. Payment will be made as outlined.

Televisions / Ring Product Sold and Installed, Once Terms and Conditions are Agreed Upon when Device is Connected to The Network all Warranty Will go through Customer and The Manufacture, We Will Help With Setting up of The Appointment, Any Additional Labor Required Will Be Up For Discussion.

Ultra Audio/Video & Security Inc. Warranty and Service, Most equipment comes with a one year manufactures defect warranty from our distributor. One year guarantee on installation, guarantee will be determine by nature of the service call.

Community Center Camera System

A PROPOSAL FOR

Inc. Village Of Bayville

Maria Alfano-Hardy
malfanohardy@bayvilleny.gov
(516) 628-1439

34 School Street
Bayville, NY 11709

PREPARED BY RICARDO GRANT

Ultra Audio/Video & Security Inc.
www.ultraav.net
(718) 310-9208

185-34 Fonda Ave
St. Albans , NY 11412

Project Description

Community Center Camera System

Areas & Items

Community Center Camera System

We will run new wires for 10 New Camera and Install

We will replace the existing 3 cameras so all can be compatible

Total off 13 New cameras

New App and Software

Items	Sell Price	Qty	Total
Hikvision *Up to 8MP Cameras* *16 Chanel 8 TB Hard Drive*	$1,227.00	x1	**$1,227.00**
Hikvision *New Cameras*	$150.00	x13	**$1,950.00**
Custom *Cat6 Wire*	$249.00	x2	**$498.00**
Labor Labor	$5,000.00	x1	**$5,000.00**

Community Center Camera System Total : $8,675.00

Financial Summary

Parts	$3,675.00
Additional Parts Discount	($875.00)
Total Parts	**$2,800.00**
Total Labor	**$5,000.00**
Subtotal	**$7,800.00**
Proposal Total	**$7,800.00**

Payment Schedule

60 % Upon Signing Agreement

40 % Due Upon Completion

Project Terms

Acceptance of proposal - the above price, terms and conditions are satisfactory and are hereby accepted Ultra Audio/Video is hereby authorized to do the specified work. Payment will be made as outlined.

Televisions / Ring Product Sold and Installed, Once Terms and Conditions are Agreed Upon when Device is Connected to The Network all Warranty Will go through Customer and The Manufacture, We Will Help With Setting up of The Appointment, Any Additional Labor Required Will Be Up For Discussion.

Ultra Audio/Video & Security Inc. Warranty and Service, Most equipment comes with a one year manufactures defect warranty from our distributor. One year guarantee on installation, guarantee will be determine by nature of the service call.

VIDEO SURVEILLANCE SYSTEM

COMMUNITY CENTER VIDEO SYSTEM

GENERAL SECURITY

100 Fairchild Ave.
Plainview, New York 11803
www.gensecurity.com

07/25/2025

PROPOSAL

Presented to: STEVE MINICOZZI

88 Bayville Ave
Bayville NY 11709

07/25/2025

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Bayville NY 11709

GENERAL SECURITY

Quote

VIDEO

speco technologies®

Giving You More.

SPECO TECHNOLOGIES IS A LEADER IN VIDEO SOLUTIONS AND QUALITY

PROPOSED SOLUTION

General Security will install: **SPECO** video solution with an app for remote viewing

Investment:

$9,200.00 USD

Please review this proposal and we welcome an opportunity to provide a demonstration and explanation of the proposed work to you. Please contact us with any questions or concerns.

Al Staab
Director of Sales & Marketing
General Security, Inc.
Phone: 516-414-4105
Email: al.staab@GenSecurity.com

100 Fairchild Ave, Plainview NY 11803
NYS Dept. Of State License #12000262513
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GENERAL SECURITY

Quote

Voted Long Island's Best Smart Home Company For The 3rd Time 2019 – 2021
And Now Winner of the Best Alarm Company in 2021

GENERAL SECURITY

Quote

General Security
100 Fairchild Ave
Plainview, NY 11803
United States

Quote #	**17242**
Date	**07/25/2025**
Expires	**08/24/2025**
Contact	**Al Staab**

Prepared for

INC. VILLAGE OF BAYVILLE
STEVE MINICOZZI
88 Bayville Ave
Bayville, NY 11709
United States

T: 516-807-9953
E: SMinicozzi@bayvilleny.gov

ACCEPT QUOTE

BAYVILLE COMMUNITY CENTER

VIDEO

One-Time Fees

Category	Item	Qty
SVR	**SPECO 16 CHANNEL 6 TB CSVR** VIDEO RECORDER. Speco (Code: N16NRN) 	1
VIDEO	**SPECO TURRET CAMERA** Speco (Code: O4VT1M) 	13
ACCESSORY / switch	**4 PORT POE SWITCH** 4 PORT POE SWITCH CONNECTS TO ROUTER/CSVER FOR CAMERAS TO CONNECT Manufacturer: Trendnet 	1
Misc1 / Misc	**HARDWARE, CONNECTORS**	1

GENERAL SECURITY

Quote

Category	Item	Qty
Wire / wire	**CAT6 WIRE**	2
	Code: 0E-CAT6RWH	
Labor / Labor	**INSTALLATION**	1

Please contact us if you have any questions.

Total One-Time **$9,200.00 USD**

Comments

INVESTMENT:

ACCEPT QUOTE

EQUIPMENT & INSTALLATION: $9,200.00

16 CHANNEL NVR (NETWORK VIDEO RECORDER WILL ALLOW FOR 6 ADDITIONAL FUTURE CAMERAS.

THE SYSTEM IS FULLY EXPANDABLE AND WILL ALLOW FOR FUTURE EXPANSION AND RENOVATIONS. NEED INTERNET FOR REMOTE VIEWING.

ATT: MAYOR STEVE MINICOZZI 7/14/25

RE: VACANT LAND
WILSON AVE BAYVILLE N.Y. 11709

PETER RONZETTI WILL PAY 2000^{00} CASH
FOR CLEAR TITLE AND NO ENCUMBRANCES
FOR THE ABOVE PROPERTY

PETER A. RONZETTI

PA A. R

29 @ 29

RECEIVED
INCORPORATED VILLAGE
OF BAYVILLE
2025 JUL 14 P 2:35
VILLAGE CLERK-TREASURER

VILLAGE OF BAYVILLE

PROPOSED LOCAL LAW C-2025

AMENDMENT TO CHAPTER 64, "STREETS AND SIDEWALKS"

A local law to amend **Chapter 64, *Streets and Sidewalks, by adding new Article IV entitled "Written Notice of Defect or Dangerous Condition*** of the Code of the Village of Bayville. The Code was adopted on by Local Law 1-1981 on February 9, 1981 and last amended by the Board of Trustees on April 28, 2025 by Local Law 2 - 2025.

BE IT ENACTED by the Board of Trustees of the Village of Bayville as follows:

SECTION I. Amend Chapter 64, Streets and Sidewalks, by adding new Article IV entitled "Written Notice of Defect or Dangerous Condition" as follows:

Article IV. Written Notice of Defect or Dangerous Condition

§64-17 No civil action may be maintained against the Village for damages or injuries to person or property sustained in consequence of any public street, highway, bridge, culvert, sidewalk, crosswalk or public place being defective, out of repair, unsafe, dangerous, or obstructed or in consequence of the existence of snow or ice thereon unless, before the occurrence resulting in such damages or injury unless, (a) notice of the defective, unsafe, dangerous, or obstructed condition relating to the particular place was delivered to the Village Clerk at 34 School St., Bayville, NY 11709 in the form of a written physical hard copy thereof and (b) the Village failed or neglected to repair or remove the defect or neglected to cause such snow or ice to be removed or to otherwise reasonably make safe the place within a reasonable time after receiving such notice. Notice of defect submitted via email to the Village's website, any service, website or application the village uses to allow the public to submit reports or service requests to the Village, comments on a social media page and maintained by the Village or any other electronic means does not satisfy the process and procedure for submitting written notices of defect required by this section.

SECTION II. Severability - If one or more of the provisions of this local law or Chapter shall be deemed unenforceable, the remaining provisions of this local law or Chapter shall remain in full force and effect.

SECTION III. This local law shall take effect upon filing with the Department of State.

NOTE: New words are double underlined. Deletions are ~~struck out~~. Dotted… lines set off at portion of a Section or Subsection which is amended.

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